

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

<b>TO:</b> Kohler Equipment, Incorporated	DATE ISSUED:	August 12, 2019
15865 Commerce Court	CONTRACT NO:	21-DPR-R-448
Upper Marlboro, MD 20774	CONTRACT TITLE:	Grounds Maintenance: Equipment, Parts and Repair Services

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DPR-R-448 including any attachments or amendments thereto.

**EFFECTIVE DATE:** November 9, 2020

**EXPIRES:** July 31, 2021

**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 4 YEAR CONTRACT.

**COMMODITY CODE(S):** 93446

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 21-DPR-R-448

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

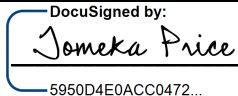
**VENDOR CONTACT:** Dave Gay **VENDOR TEL. NO.:** (703) 327-6911

**EMAIL ADDRESS:** [dave@kohlerequipment.com](mailto:dave@kohlerequipment.com)

**COUNTY CONTACT:** Megan Carney, DPR-Sports and Recreation **COUNTY TEL. NO.:** (703) 228-1821

**COUNTY CONTACT EMAIL:** [mcarney@arlingtonva.us](mailto:mcarney@arlingtonva.us)

**PURCHASING DIVISION AUTHORIZATION**

DocuSigned by:  
  
 Title Procurement Officer Date 12/3/2020  
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**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 21-DPR-R-448**

THIS AGREEMENT (hereinafter "Agreement") is made, on November 9, 2020, between Kohler Equipment, Incorporated ("Contractor"), a Maryland corporation with a place of business at 15865 Commerce Court, Upper Marlboro, MD 20774 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, and:

[County of Fairfax, VA Acceptance Agreement No. 4400009286](#) is hereby incorporated by reference  
Exhibit A – Contractor's Pricing

This Agreement is a rider to an original contract awarded by County of Fairfax, VA and extended by the Contractor to the County on the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by County of Fairfax, VA. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence November 9, 2020 and shall be completed no later than July 31, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from August 1, 2021 to July 31, 2024 ("Subsequent Contract Term").

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been

performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide ground maintenance equipment, parts and repair services for Arlington County.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Dave Gay  
Kohler Equipment, Incorporated  
15865 Commerce Court  
Upper Marlboro, MC 20774  
[dave@kohlerequipment.com](mailto:dave@kohlerequipment.com)

**TO THE COUNTY:**

Megan Carney, Project Officer  
DPR- Athletic and Facility Services  
3700 S Four Mile Run Dr.  
Arlington, Virginia 22206

**AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

KOHLER EQUIPMENT, INCORPORATED

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka Price  
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:  
SIGNATURE: David Gay  
6E1FBD76E47F493...

NAME: TOMEKA PRICE

NAME: David Gay

TITLE: PROCUREMENT OFFICER

TITLE: manager

DATE: 12/3/2020

DATE: 11/13/2020

**EXHIBIT A  
CONTRACTOR'S PRICING**

Notice of Award  
IFB 2000002811  
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Pricing Schedule

Part 1					
Line Item	BRAND NAME	Equipment - % Discount	LABOR RATE- for repairs at Vendor's shop	PARTS - Manufacturer's List Price/Retail Price Sheet Less:	Contractor Name Contract Number
1 - 3	AERA-VATOR	5%	\$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
4 - 6	AGRIMETAL	5%	\$130.00	3%	Finch Services, Inc. 4400009291
7 - 9	BOBCAT				NO AWARD
10 - 12	CLUBCAR				NO AWARD
13 - 15	CUSHMAN				NO AWARD
16 - 18	ECHO	22%	\$60.00	12%	Kohler Equipment Inc. 4400009286
19 - 21	EZ GO				NO AWARD
22 - 24	EXMARK	35%	\$65.00	22%	Gambrills Equipment 4400009288
25 - 27	SMITHCO				NO AWARD
28 - 30	JOHN DEERE COMMERCIAL	13%	\$83.50	16%	Virginia Tractor 4400009290
31 - 33	FIRST PRODUCT	5%	\$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
34 - 36	JOHN DEERE GOLF	15%	\$130.00	3%	Finch Services, Inc. 4400009291
37 - 39	LAND PRIDE				NO AWARD
40 - 42	KUBOTA				NO AWARD
43 - 45	LELY	5%	\$130.00	3%	Finch Services, Inc. 4400009291
46 - 48	PROGRESSIVE	5%	\$130.00	3%	Finch Services, Inc. 4400009291
49 - 51	MASSEY FERGUSON				NO AWARD
52 - 54	REDEXIM	5%	\$130.00	3%	Finch Services, Inc. 4400009291
55 - 57	RYAN	28%	\$65.00	24%	Gambrills Equipment 4400009288
58 - 60	SDI	5%	\$130.00	3%	Finch Services, Inc. 4400009291
61 - 63	TORO	21%	\$180.00	5%	Turf Equipment & Supply Co. Inc. 4400009285
64 - 66	STIHL	22%	\$60.00	12%	Kohler Equipment Inc. 4400009286
67 - 69	WOODS				NO AWARD
70 - 72	VENTRAC	7%	\$130.00	3%	Finch Services, Inc. 4400009291

Notice of Award  
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Pricing Schedule

Part 1 - CONTINUED					
Line Item	BRAND NAME	Equipment - % Discount	LABOR RATE- for repairs at Vendor's shop	PARTS - Manufacturer's List Price/Retail Price Sheet Less:	Contractor Name Contract Number
73 - 75	BUFFALO TURBINE	5%	\$130.00	3%	Finch Services, Inc. 4400009291
76 - 78	DAKOTA	5%	\$130.00	3%	Finch Services, Inc. 4400009291
79 - 81	Wiedenmann	5%	\$130.00	3%	Finch Services, Inc. 4400009291
84-86	HUSTLER	30%	\$89.00	30%	Virginia Outdoor Power Equip Co Inc. 4400009292

PART 2 Labor Rates		
Line Item	Labor Rate for repairs at County's Site	Contractor Name Contract Number
82	\$180.00	Turf Equipment & Supply Co. Inc. 4400009285
82	\$140.00	Finch Services, Inc. 4400009291
82	N/A	Kohler Equipment Inc. 4400009286
82	\$75	Gambrills Equipment 4400009288
82	\$83.50	Virginia Tractor 4400009290
82	NO BID	Virginia Outdoor Power Equip Co Inc. 4400009292

PART 2 Attachment Discounts			
Line Item	Manufacturer	Attachment Discount (%)	Contractor Name Contract Number
83	First Products	5%	Turf Equipment & Supply Co. Inc. 4400009285
83	Toro	21%	
83	Echo	20%	Kohler Equipment Inc. 4400009286
83	Stihl	20%	
83	Exmark	18%	Gambrills Equipment 4400009288
83	Ryan	15%	
83	Deere	13%	Virginia Tractor 4400009290
83	Hustler	30%	Virginia Outdoor Power Equip Co Inc. 4400009292